Morning Oregonian.

PORTLAND, OREGON: TUESDAY, DECEMBER 29, 1874. PRICE—TEN CENTS.

Bristow and the Pacific Railroads.

WASHINGTON, Dec. 28.—The Pacific railroad companies having failed either to pay the treasury 5 per cent of their gross earnings or make annual reports, as required by law on which the secretary of the treasury could compute the amounts due under the 5 per cent provision Secretary Bristow has called on the companies for data. All failed to respond. He then computed the amounts due the Government at one-half of the earnings reported by the directors to the stockholders, which give over $1,500,000 due by the Central Pacific, over $1,040,000 by the Union Pacific, $300,000 by the Western Pacific and less sums from other branches. These it seems, have been demanded in writing through personal service by Judge Robinson. Since then nearly all the companies have been heard from declaring to the amounts charged. They don't like taking their reports to stockholders as a basis they are usually more colored, to affect the stock market. Three companies applied Bristow that they will furnish figures on which to base demands. These will now be refused and those companies not settling by 60 days from the 31st of October last will be declared in default and handed over for immediate prosecution.

A Disjunction Talked Of

WASHINGTON, Dec 28.—It is believed here that Gen Sheridan has been ordered to New Orleans in anticipation of further troubles in that section of which apprehensions are very great and constantly increasing. Private information shows that while the results of the late unanimous and unholy determined to find some excuse for a new outrage from what the conservatives claim is a ruinously corrupt as well as usurped government, some anticipate a solution by sudden and violent manifestations, rather than open armed out breaks which the Federal Government must repress by force.

BY ATLANTIC CABLE.

Disaster to Ship Burned at Sea.

LONDON, Dec 27.—A telegram has been received from Malta stating that three of the crew of the emigrant ship *Copestick* from London for New York had arrived at this place. They report that the *Copestick* burned at sea. It is feared the crew and passengers, numbering 500 perished with the exception of these three reported to have arrived at St. Helena.

Disastrous Loss of Life.

LONDON, Dec. 27—5 30 A. M.—Later—A second dispatch says the ship which was burned at sea in latitude 37° N., longitude 12 W. It is now estimated that 465 lives were lost by this disaster.

The "Gustav" Difficulty.

The *Times* Berlin correspondent says the question is being discussed at Berlin whether it is possible to punish Carlists for the seizure of the German ship *Gustav*. Advices from San Sebastian say she is deeply imbedded in the mud and Carlists are busily engaged in unloading her. The captain of the *Gustav* was slightly wounded by the Carlists.

MADRID, Dec 27.—Food is reported very scarce at Pamplona. All known Carlists there are being expelled from the city.

PACIFIC COAST NEWS.

CALIFORNIA.

From San Francisco.

SAN FRANCISCO, Dec. 28.—In the case of the German bondholders vs. the California Pacific Railroad, F. B. Low, agent and attorney for the German bondholders, through his attorneys Haight & Cadwalader filed to day an amended petition. To his petition were appended the names of over 400 additional creditors, the whole, counting the individuals of the railroad company, exceeding $2,250,000, which is $900,000 more than one third of the bonds, and with cures the default suggested by the decision of Judge Hoffman. It is understood claims for several hundred thousand additional is now on the way from Europe, which will add the same amount of indebtedness held by petitioners up to about $3,000,000. Under these circumstances it seems certain that the California Pacific Railroad Co will be forced into bankruptcy.

SAN FRANCISCO, Dec 28.—The P M S S. Co's steamer *Colima* arrived this afternoon from Panama, bringing 342 passengers, 1 055 tons of merchandise and $4,000 in treasure.

The story published a few days since about a fatal affray at Panamint in which several men were killed, turns out to be a hoax. Private letters received by parties in this city say no affray of the kind occurred and that there is no foundation for the story.

SAN FRANCISCO, Dec. 28.—This morning, about 10 o'clock, a horse attached to a light wagon became frightened by a steam whistle and ran away at the corner of Folsom and Fifth sts., and ran over two children, named Steen living in the neighborhood, inflicting serious, and it is feared fatal injuries on both. The team was owned by T H King, No 24 Beale street.

The Secretaryship—Union Bid $65,000.

SACRAMENTO, Dec 28.—The *Union* was bid off to Mr Morrill at $65 000. There will be no change in its management.

Interior California.

SACRAMENTO, Dec 28.—At 10 o'clock this morning the district court was densely crowded with persons anxious to catch a glimpse of the condemned men Fiolmente Gotta and Domingo Estrado, who had been brought in court to have the day of execution fixed by Judge Ramsay. Both men were asked if they had anything to say why sentence of death should not be passed upon them. They replied that they had none, but requested that the day of execution be postponed as long as possible, so that they might prepare for their fate. The court fixed the time, naming Friday, February 19th as the day of execution.

Articles of incorporation of the Comstock Benefiting Company were filed in the office of the Secretary of State to-day. Capital stock, $20,000.

LOS ANGELES, Dec. 28.—About 5 o'clock on Saturday evening a Frenchman, named Jean Marie Pepan, committed suicide, in a French boarding house on Main street, by shooting himself through the head. Cause, whisky. [illegible] was badly cut about the face in a fight in Sonora.

Yesterday a man was thrown from his horse and had his legs so badly crushed that amputation was necessary.

The steamer *Anson* for Panama, arrived yesterday afternoon at San Pedro and sailed last night, taking from this port 600 sacks of ore from Philmlint for Liverpool.

The weather is dry and fears are entertained [illegible] the stock of rain.

BY STATE TELEGRAPH

ASHLAND, Dec 28.—Deputy Sheriff Kent arrived here [illegible] on his way to Jacksonville with Whitaker and Walter Brown who killed Oliver Hurlin Sprague River Valley last summer. The arrest was made on the morning of the 25th inst. In the vicinity of where the crime was committed.

NEVADA.

CARSON, Dec 28.—The Board of pardons refuse to interfere with Murphy's sentence and he will accordingly suffer the extreme penalty of the law to-morrow (Tuesday).

The family of Wm Yend, Esq., living on Dry creek about six miles from Walla Walla, has sustained a terrible bereavement. Thursday morning of last week, about 9 o'clock one of Mr Yend's sons aged [illegible] years was engaged in driving up the horses. In some way the horse he was riding threw him and his foot became entangled in the stirrup, re which condition he was dragged about half a mile. When rescued from his perilous position it was found that his jaw was broken and his face terribly cut and bruised. Dr Blacklock was at once sent for but on his arrival found the boy dead. He lived but half an hour after the accident.

The Boise *Statesman* of the 25th says: Judge L. P. Higbee arrived from Malad Sunday morning, and while at Rock Creek Station on the overland road, learned the following particulars of a shooting scrape that had just taken place at that station. On the 17th inst Hugh Gunn and Joseph Darrell had been on a drinking spree and although both good friends got into a dispute, when Gunn stabbed Darrell and the latter drew a pistol and shot Gunn in the right breast, so that he fell and died without speaking a word. Darrell was not expected to survive the stab.

The sum of $3,000 has been raised in Boise county to enable Fenn to contest the seat of Delegate in Congress from Idaho.

OREGON IN 1874

COMMUNICATED BY MR WM. REID LATE U. S. VICE CONSUL, DUNDEE.

[From the Dundee Advertiser Nov. 24.]

Oregon is to my mind the fairest spot in the American Union' so said the English traveler, Captain Butler, in his work entitled "The Wild North Land," after visiting all parts of the United States and the States of South America. I have not done all over this North American continent, and hence cannot personally vouch for Captain Butler's statement but I have visited fifteen of the American States, and so far as I have seen them not one possesses such a combination of advantages, so many resources, and as healthy a climate as Oregon does to-day. From the moment we crossed the Columbia bar down to the present time we have felt quite at home. Everything seems so like home here (excepting the climate is superior an I the soil poorly cultivated) that I often cannot imagine I am 7 000 miles away from Scotland. The first impression you have on entering the Columbia river is the singularity of the scenery and the day to what you find in the Firth of Clyde, and consequently a foreigner from our country feels at once attached to his adopted home, and on that account the home-sickness soon wears off. I have met with several Scotchmen here who have been in Australia and South America, and they all agree that while there remained they had an insatiable desire to return to Scotland—the scenery and country being foreign to their Scotch ideas. But they say that since their arrival here their desire to visit home or the craving for one's native country is gone. This is a great matter to a Scotch emigrant, and enables him more cheerfully to undertake the journey to Oregon knowing that he will find there everything, pretty much—so far as climate and scenery are concerned—like his native country. On that account Oregon is pre-eminently suited to British emigrants.

Well we crossed the bar (about which we previously heard so much spoken) and were agreeably surprised to find it pretty much a hoax. So far as the danger is concerned it is not for one moment to be compared to the entrance to the Tay, while the shipping records of the Columbia river prove that during a course of seven years only two vessels out of 3 000 arrivals and departures had been stranded, and these in consequence of the masters refusing to take a pilot and being ignorant at no distant day to be a large city. The one great drawback to Portland—and indeed to Oregon and the whole of this North Pacific country—is the want of direct railway communication to the Atlantic and yet (would you believe it?) only three hundred and thirty miles of railroad is now necessary to be built to enable passengers to [illegible] Portland two hours sooner from New York than they would reach San Francisco to-day. However we are all agitating at present and working for this desired railway connection in the Legislative Assembly and expect Congress will this winter also give its consent and as certain capitalists in Europe are to build the railway, you will in 24 years from [illegible], Oregon from Liverpool in 17 days—equally as soon as though you had been going to San Francisco direct and over the one line of railway as far as Winnemucca on the Central Pacific Railway which is only 80 miles from the southern boundary of Oregon. When this is consummated not only will these 330 miles of railway become the highway to the North Pacific Coast, and the most profitable short railway in the United States but the whole of this country will then fill up rapidly with people and the population will at least increase a hundred fold in two years. California's direct railway from Omaha filled that State with people in four years, and yet it has not one half of the resources of Oregon nor the same annual certainty or quality of grain crops. Some object to the situation of Portland but it is just where it ought to be—at the head of ocean steam navigation and also at the head of the great grain growing valley of Oregon (the Willamet valley) which is about 150 miles long by 50 miles broad yet although to day forwarding through Portland some four or five millions bushels grain to Europe still not one sixth part of that valley is in cultivation.

I shall next send you a short description of Western and Eastern Oregon, and our travels through the Puget Sound country and Southern Oregon. Yours truly,

WM REID.

CHARGE TO THE JURY BY JUDGE DEADY

U. S. Circuit Court, District of Oregon—Saturday, December 26 1874.

Loy I Brooke assignee v. Woodson A. Scoggins.

Action to recover the value of property transferred and receive I contrary to the bankrupt act.

DEADY, J.—

Gentlemen of the Jury: Sections 35 and 36 of the bankrupt act so far as applicable to this case provide that if any person being insolvent or in contemplation of insolvency, shall make any payment or transfer of any money or property with intent to give a preference to one of his creditors or defeat or delay the operation of the act, such person shall be deemed to have committed an act of bankruptcy and if the creditor receiving such payment or transfer has at the time reasonable cause to believe that such person is insolvent and that the same is made in fraud of the act such payment or transfer is void, and the assignee of the bankrupt may recover the same or its value from the person so receiving it, for the benefit of the bankrupt's creditors.

The complaint in this case alleges that on December 2, 1873 the firm of C. B. Comstock & Co consisting of C. B. Comstock and J. S. Scoggins, transferred and delivered to the defendant Woodson A. Scoggins 5 000 bushels of wheat of the value of $5 000 in gold coin as a payment upon their indebtedness to him in violation of these provisions of the act—that is, that said Comstock & Co. were then insolvent and being so insolvent delivered said wheat to the defendant with the intent to give him a preference over other creditors, and to defeat the operation of the act and that the defendant received said wheat in violation of such provisions—that is, with reasonable cause to believe that Comstock & Co were then insolvent and that the delivery thereof to him was a fraud upon the act.

The complaint also alleges that on December 16, 1873 a petition in bankruptcy was filed in the district court for this district against Comstock & Co, by one of their creditors, and that on January 10, 1874, they were adjudged bankrupts thereon, and that the plaintiff was thereafter duly appointed assignee of their estate and on February 4 1874, received a conveyance of the same from the register in bankruptcy.

In answer to these latter allegations of the complaint the defendant alleges a want of information sufficient to form a belief and the effect of this is to put the plaintiff upon the proof thereof. For this purpose he has given in evidence a transcript of the record of the district court in the bankruptcy proceedings. It is the duty of the court to declare to you the legal effect of this writing by stating to you what conclusions of fact are or are not proven by it and whether conclusively or otherwise, and it is your duty to accept the same and act accordingly.

By this record all the facts alleged in the petition in bankruptcy and necessary to give the court jurisdiction are established at least prima facie, as against all the world. These facts are the existence of the debt of the petitioning creditor the insolvency of Comstock & Co, and the act of bankruptcy alleged in the petition, which they were adjudged to have committed—that is, the delivery of this 5 000 bushels of wheat to the defendant in satisfaction of a debt then owing by them to him, with intent to thereby give him a preference and to defeat and delay the operation of the act. But it proves nothing upon the question whether the defendant received said wheat with reasonable cause to believe that Comstock & Co were insolvent or that such delivery was a fraud upon the act. Nothing concerning this question was alleged in the petition or before the court. Comstock & Co having transferred this wheat to the defendant contrary to the act they thereby committed an act of bankruptcy, but whether the defendant received it or not contrary to the act is another question and one not included in the adjudication. In your deliberations then you are to consider these three conclusions of fact proven for the purposes of this case—that is (1) the existence of the debt of the petitioning creditor in bankruptcy (2) the insolvency of Comstock & Co, and (3) the transfer of the wheat by them to the defendant contrary to the act.

The defendant by the denials in his answer in effect admits that he received this wheat from Comstock & Co in satisfaction of his debt at the time alleged but denies that he received it contrary to the bankrupt act and further alleges that the wheat was never the property of Comstock & Co but that Comstock & Co as his agents purchased it for him on October 13 1873 and that the same was and always has been since the purchase store and the property of the defendant. This part of the answer is controverted by the replication of the plaintiff.

It is claimed on behalf of the defendant that on October 13 1873 at Portland and when he had no reasonable cause to believe Comstock & Co insolvent he had a settlement of a long standing account with them when it was found they were indebted to him in a balance of $5 000 and that it was then and there agreed between the parties that Comstock & Co who were large dealers in grain and had a warehouse at Albany should invest that amount of money in wheat, at Albany for the defendant and that in pursuance of this agreement Comstock & Co by their agent W. S. Newberry on December 2 1873, issued to the defendant a warehouse receipt for 5 000 bushels of wheat then in their warehouse, at Albany, and mailed the same to him within a day or two thereafter at Bridge Creek P. O. near his residence in Wasco county and that defendant received said receipt by mail about the last of said December, and actually received the wheat therefrom out of said warehouse on January 17 1874.

It is not claimed that there is any evidence that this specific wheat was ever purchased by Comstock & Co, for the defendant or that they purchased any wheat at Albany after October 13, the date of the alleged settlement.

If you find the facts as thus stated, your verdict should be for the defendant.

This conclusion involves a question of law upon which the authorities are in conflict—that is what was the legal effect of the warehouse receipt issued to the defendant as stated? I think the rule I am about to give you on the most practical and best calculated to accomplish the intent of the parties to such transactions and promote the dealing in such commodities.

It being found by you that Comstock & Co were authorized by the defendant on October 13 to invest $5 000 in wheat for him, they might so far as he was concerned have sold him their own wheat in their warehouse at Albany, and if they issued this receipt to him in pursuance of such authority and for such purpose on December 2 1873, and mailed it to him the transaction was a sale and delivery of 5 000 bushels of wheat to the defendant in payment of his debt from the date of such mailing that being equivalent to a delivery of the receipt to him. But Comstock & Co must have had that amount of wheat in the warehouse at the time not covered by other receipts or otherwise disposed of, and it is insufficient [illegible] that such 5 000 bushels was separated and set apart for the defendant or was mixed with other grain in the warehouse. From the constructive delivery of the receipt to the defendant in the mail at Portland the property in 5 000 bushels of wheat in the Albany warehouse was vested in him, if the same was then not otherwise disposed of. At any time thereafter he might have separated it from the general mass of grain in the warehouse or if the warehousemen at any time removed all the grain but 5,000 bushels, this remainder would be his specific property.

But the settlement and agreement of October 13 as here stated was not a payment of the defendant's debt by Comstock & Co., and a deposit by the former of $5,000 with the latter to purchase grain for the defendant. No money passed between them. There was a settlement without payment but an agreement to take payment out of the balance found due in wheat. Until this wheat was delivered to the defendant Comstock & Co. as his debtors the same as before. The mode of payment was changed from money to wheat, and that was all.

It is claimed on behalf of the plaintiff that the defendant at and prior to the mailing of this receipt had reasonable cause to believe that Comstock & Co were insolvent and that such delivery was a fraud on the act.

If you find this fact as stated your verdict should be for the plaintiff.

In ascertaining whether the defendant had reasonable cause to believe that Comstock & Co were insolvent you must remember that the fact that they were insolvent as early as December 5 is established by the adjudication in bankruptcy. In this enquiry you start out with that fact proven and not open to question by you. Whether a creditor has reasonable cause to believe his debtor insolvent at the time of receiving payment from him is not often susceptible of direct proof. Parties intending to violate the law in this respect and thereby secure to themselves an unjust and unlawful advantage do not ordinarily publish their intentions and very often resort to all kinds of falsehoods and deceits to cover them up or disguise them. The proof of such knowledge is generally found in the circumstances of the case, and it is peculiarly a question for the best judgment of the jury. To this end you should consider well the circumstances of the parties and the transaction—the residence of the parties the relationship of the defendant to both the partners in the firm of Comstock & Co, his long business relations with them, his general intelligence and knowledge of such business the reasonable or unreasonableness of the transaction and the probability and consistency of the reasons and motives given for it by the parties to it.

In this connection you should consider whether the parties to this transaction when it was brought in question gave a full and truthful account of it, or whether they misrepresented or disguised it or attempted to do so so as to deceive or mislead the other creditors of Comstock & Co. Any serious and intentional misstatement or attempt to deceive or mislead in this respect ought to cast suspicion upon the whole transaction and may satisfy you that the defendant well has preference illegally—that is, with reasonable cause to believe Comstock & Co insolvent.

But the defendant is not necessarily to be prejudiced by any misrepresentations or deceits of Comstock & Co. Comstock & Co gave him a preference contrary to law and to the rights of the other creditors, and thereby laid themselves open to the charge of bankrupts as they subsequently were. In so doing they may have been guilty of fraud and deceit without the defendant's [illegible] or sanction. But still your own observation and experience will suggest how far the misconduct of Comstock & Co comported with the purpose of benefiting the defendant—the brother and brother-in-law of the partners—was understood and [illegible] by him and if so whether he did not thereby have reason to believe that his friends were contriving to take care of him at the expense of their other creditors.

If you find the defendant had reasonable cause to believe that Comstock & Co were insolvent under the circumstances, you should also find that they had the same cause to believe the preference was made in fraud of the act. The law presumes that every man intends the necessary and even probable consequences of his act. Now Comstock & Co could not have given this preference to the defendant—as it is shown by the adjudication in bankruptcy that they did—without doing it in fraud of the act that is, contrary to and in evasion of its provisions and fair and just operation.

Upon the question of what constitutes reasonable cause to believe a debtor insolvent, I will conclude with the rule laid down by Mr Justice Field in Toof v. Martin 13 Wall 49.

The statute to defeat the conveyances, does not require that the creditors should have had absolute knowledge of the point or even that they should, in fact, have any belief on the subject. It only requires that they should have reasonable cause to believe that such was the fact. And reasonable cause they must be considered to have had when such a state of facts was brought to their notice in respect to the affairs and pecuniary condition of the bankrupts as would have led prudent business men to the conclusion that they could not meet their obligations as they matured in the ordinary course of business.

The plaintiff also claims that there was no settlement and agreement between Comstock & Co and the defendant on October 13, 1873 by which the latter agreed to take wheat in payment of the balance then found due him but that this payment of wheat by the issuing of this warehouse receipt to the defendant was made by Comstock & Co. on December 2, 1873 without the direction or request of the defendant with a view of unjustly favoring him and that therefore the issuing and mailing of this receipt was not a delivery of the wheat, in any view of the law, until it was received and accepted by the defendant in the latter part of December.

If you find the fact to be as here stated then the law of the case in this respect is that there was no delivery of the wheat until the receipt was received and accepted by the defendant.

Upon this theory of the facts Comstock & Co owed the defendant $5 000 in money and they could not pay him with a warehouse receipt for 5 000 bushels of wheat without his consent in some form. But when the commencement of the proceedings—December 16—followed by an adjudication Comstock & Co had no power to transfer this wheat or deal with the property of the firm in any way. The receipt and acceptance of the warehouse receipt by the defendant after December 16 would have no effect upon the title of the property and his subsequent possession of it obtained from Newberry on January 17, 1874, was unlawful and a trespass upon the property of the assignee.

But the case made in the plaintiff's complaint is an unlawful transfer by Comstock & Co before the commencement of the proceedings in bankruptcy, and I am not advised that it would support a verdict for the plaintiff upon the ground that the defendant took the property without color of right after the time when by relation it became the property of the assignee. No application has been made to amend the pleadings with a view of meeting such a state of facts and therefore I instruct you that although the proof should fail to satisfy you that there was an agreement on October 13, 1873, between Comstock & Co and the defendant by which the latter agreed substantially to receive the debt due him from the former in wheat, you are not on that account to find a verdict for the plaintiff. But for the purpose of saving the question for further consideration and proceeding if possible I also instruct you, if you find a verdict for the defendant to further find whether or not there was any such agreement made between the parties as above stated.

The burden of proof is upon the party maintaining the affirmative of any question or issue before you and unless the evidence produced is sufficient to prove the proposition, you must find it against him.

The allegation that the defendant received this wheat with reasonable cause to believe that Comstock & Co were insolvent is denied by the plaintiff and denied by the defendant. The burden of proof in respect to it, is therefore upon the former. But the matter being more particularly within the knowledge of the defendant than the plaintiff, you may infer that any explanation or circumstance material to a full understanding of the transaction, which the defendant has failed to produce before you when with reasonable diligence he might have done so, would have made against him. Of this nature I think is the failure to produce the warehouse receipt or show that he used any diligence to obtain it—it being the foundation of his title to the property. But it is for you to determine what effect if any is to be given to the circumstance.

The allegation of a settlement and agreement to take his debt in wheat on October 13 is made by the defendant and denied by the plaintiff. The burden of proof to establish it is therefore upon the former.

This is a civil action, and you are to find according to the weight of [illegible] of the evidence where there is a conflict, but are to be reasonably satisfied in any case that any fact is proven before you find it so.

You are the judges of the value of the evidence given by the witnesses. In estimating for the [illegible] you should consider who they are and what relation, if any, they bear to the parties and the transaction. For instance, the witness called by the defendant are himself O. B. Comstock, W. S. Newberry and Rolx t Bybee. The defendant, of course, is pecuniarily interested. Comstock is the brother in law of the defendant and the principal actor in the transaction which you are called upon to investigate, and which by the adjudication in bankruptcy, has already been found unlawful and improper, so far as he is concerned. Newberry was a principal actor in the transaction, and now appears both as a witness and counsel for the defendant. Bybee was not an actor in the transaction but he testifies in regard to an important and disputed particular in the case and is also retained as counsel for the defendant. I do not mention these circumstances for the purpose of casting any reflection upon these witnesses, but do call your attention to the fact. Under the circumstances neither of them can be said to be a disinterested witness, and therefore entitled to full credit. Starting with this fact, they are not disinterested witnesses, it is for you to determine what credit they are entitled to and what value ought to be placed upon their evidence.

Counsel for defendant has directly and indirectly complained before you of the unreasonableness of the adjudication, by which Comstock & Co were declared bankrupts, and all the fact is an illustration of the law. This criticism is entirely gratuitous. Although it appears that Comstock & Co had in their possession on November 1, 1873, about 100,000 bushels of wheat, and when proceedings in bankruptcy were commenced against them, and it was on November 4, they may have owed two thirds of [illegible] they were worth, and for aught you know or appears, such was the case. It appears from the proceedings in bankruptcy that they were either unable or unwilling on December 16th to pay [illegible] a debt of $750, contracted in August, for grain. Is it probable that parties in a large business and owning 100,000 bushels of wheat in 1873, if anywhere near solvent, would have allowed themselves to be [illegible] in bankrupt court on an admitted debt of only $750? I think not. Besides, Comstock & Co. while they made some technical and illegal objections to the proceedings in bankruptcy, never attempted the plea on its merits or pretended to deny their insolvency.

Counsel for defendant also complains of the working of the bankrupt act and vigorously seeks to prejudice your minds against it and thereby prevent or hinder its due operation and enforcement in this case. It is said there is nothing wrong or immoral in a debtor in failing circumstances preferring one creditor to another or in a creditor of such a debtor seeking and obtaining such a preference and that therefore the bankrupt act which forbids and seeks to prevent such preference is a harsh and unreasonable restraint upon the parties.

The question of the policy of a bankrupt act, as well as of any other law, is to be determined by Congress [illegible] the whole people of the United States. You have no control or rights to cast your votes and influence for or against this or any other law, except as you may believe best for the public good. But as jurors you are bound by your oaths to fairly administer the law as you find it, without reference to your individual opinions concerning the policy of it.

The primary object of the bankrupt act is to secure the distribution of the property of an insolvent debtor ratably among his creditors. The evil to be remedied and prevented is the power of such a debtor to prefer one creditor over another or the right of such creditor to obtain or take advantage, with or without the consent or co-operation of the debtor. In all this there is nothing but the plainest justice and equity. The property of an insolvent rightfully belongs to his creditors in proportion to the amount of their debts. On the contrary the vicious principle of preference [illegible] as it is styled by Mr Justice Nelson in Cunningham v. Freeborn, 11 Wend. 256 disregarding this rule of natural equity permits one creditor to appropriate to himself what belongs to the others. By way of excuse or justification this proceeding has been called a race of diligence, but it is in fact more often than otherwise a race of dishonesty in which, as might be expected, the strong, quick witted, greedy and unscrupulous creditor succeeds at the expense of the weak, honest or confiding one. As was said by the Judge in Cunningham v. Freeborn *supra* this principle is frequently made subservient to the gratification of vindictive feelings and the foulest incentives as well as injustice towards honest and confiding creditors.

If you find for the defendant, you simply say so. If you find for the plaintiff you should assess his damages at the value of the wheat delivered to the defendant with legal interest from the date of delivery.

Williams Stratton for plaintiff.

J. H. Shoup, W. S. Newberry and *Robert Bybee* for defendant.

The jury, after an absence of two or three hours found a verdict for the defendant and also found specially (1) That the assignment and settlement of Oct 13 1873, was made as stated (2) That the warehouse receipt was issued on Dec 2 1873 and mailed to defendant on the next day (3) That defendant received the receipt about the last of December and (4) That defendant received the wheat without reasonable cause to believe the defendant insolvent.

Miscellaneous

MRS AMES DIVORCE.—It is announced here that the divorce recently obtained in the West Virginia Courts by Daniel Ames from Mrs Mary Clemmer Ames, the well known writer who has long resided here was based on a merely technical exam of desertion, the separation having occurred several years ago. No question of character was involved. The lady will continue to reside here and devote herself to literary work and will be known in the future simply as Mary Clemmer.

The Catholic fair at Walla Walla netted $1 000 to the church.

[illegible] Thomas Gale has located on a ranch in Rogue river valley.

The results of the five days ball at Eugene, Christmas eve, were $78 50.

That [illegible] was done with the typhoid fever at one house in Lane county.

Ten days run of the Virtue Mill, this month, resulted in a gold brick weighing 140 ounces.

The annual meeting of the [illegible] County Sunday School was held Sunday.

The Christmas tree erected and decorated at Brooks Marion county, was estimated to be worth $1,000.

[illegible] day the [illegible] land commissioners last week.

A grown daughter of Mr Abbott, of the Pendleton Times, was [illegible] with the [illegible] last week.

The Christmas tree [illegible] in Oregon or Washington can show a better display record than the city of Monmouth.

The Oregon Argus [illegible] to Eugene. A ball [illegible] off here on Wednesday.

There has not been [illegible] in Yamhill river valley this season [illegible] requisition. While it is going in the valley it snows in the mountains.

The Grange at [illegible] in Linn county made a liberal contribution [illegible] for the [illegible] by the plaintiff. The burden of proof to establish it is therefore upon the former.

The Odd Fellows of Yaquina City [illegible] their charter, divided into [illegible] and [illegible] the 26th.

The [illegible] of the First Presbyterian Church [illegible] in estimating for the [illegible] W. R. [illegible] on the Church [illegible].

The La Grande Star says [illegible] tions have been [illegible] and are still [illegible] looking to the [illegible] of the [illegible] road, but, from a letter [illegible], Boise City the people are not very [illegible].

Petitions are now in circulation in Yamhill county [illegible] to the amount of $75,000 to aid the construction of a railroad from the Columbia river to [illegible] Bay.

In the [illegible] Coos Bay [illegible] and Coquille [illegible] the ship The [illegible] grain on owners' account.

A little boy of Mr Swales, living [illegible] the State fair [illegible] a heavy farm wagon. Very few bones were broken, though [illegible] out of [illegible] To his surprise, the boy [illegible] boggle proved to be the owner and occupant of the horse. Now came the turn to get frightened. His [illegible] did, did you mean by jumping out of the roof of his house on [illegible] broom, and her back up, it didn't make much odds which road I take, so long as I get out of the house."

The telegraph announcement of the fall of Wall last week. The [illegible] gives the following particulars of the accident by which he was killed. "It seems that the block on the brake had given out, and in descending Myrtle Creek hill the boy [illegible] ageable and ran. Near the foot of the hill, in making a curve in the road, the stage upset and [illegible] Asher was thrown to the ground and caught under the wreck. Which found the hub of one of the hind wheels was on his breast and life was extinct. It was about twenty minutes after the accident occurred before any one reached the spot, except one man who was riding with him. The man seems to have been so stunned as to render him partially insensible at the intelligible accounts of the fatal [illegible] he had from him. When [illegible] instantly killed or not is unknown. He had evidently been thrown to the ground with great force. The left side of his face was bruised but no bones were found fractured in the least.

JAS. I. KING, Notary Public. EDWD. CHAPLIN, Coos Bay, Oregon.

KING & CHAPLIN,

(Successors to F. J. Thibodeau & Co.)

Notaries Public, Commissioners of Deeds

For all the States and Territories,

CONVEYANCERS,

REAL ESTATE AND GENERAL AGENTS,

Office, 442 Cal[illegible] San Francisco, California.

Particular attention given to the taking of Depositions. d19d6m1pw6m

NEWSPAPER ARCHIVE®

The Daily Oregonian.

TUESDAY MORNING, DECEMBER 30, 1874.

MORE LIGHT ON PACIFIC MAIL.

The Pacific Mail investigation has thus far established beyond all dispute two facts, viz.: that Irwin received from the company $750,000, and that this money, or a good part of it, was used in procuring from Congress a subsidy of $500,000 per annum to the China mail line. He himself he did not bribe any Congressman to vote for the bill: he entrusted the disbursements to others, whose names he declines to give. Mr. [illegible] Hitch, with several of the board of directors, testified that he knows nothing at all about the alleged corrupt use of money in procuring the subsidy, and an air of injured innocence pervades all the officers of the company at the bare suggestion of corruption on the part of a corporation they would fain have the public regard as a benefactor—a very sucking dove instead of a brood of vampires. So long as Irwin [illegible] the names of his agents the work of tracing down the Congressmen who took the bribes will likely be tedious. To deny that there was a bribe would be preposterous.

There was a "collection" at Washington, yesterday, in favor of the [illegible]. They have had a "collection" before for producing them. This one is based on Irwin's conduct of the business of his company in connection with Central Pacific matters. It is hinted that his real motive is a desire to break down the company, and then the [illegible] to Mr. Irwin [illegible] be found there [illegible] as to whether his brain has wholly [illegible] the effects of a [illegible] in California." This is very [illegible] in the individual who [illegible] the first dispatch, and if it [illegible] Mabel Cook's acts are [illegible] for the [illegible] Wehave [illegible] for the [illegible] of [illegible] to say on [illegible] Perhaps one King, [illegible] we know, [illegible] Post-[illegible] of the Bank of [illegible] of [illegible] and to which they [illegible] The [illegible] any of the [illegible] of the [illegible] in New York [illegible] the King [illegible] R. Hopper [illegible] to have [illegible] In the [illegible] Bank [illegible] the [illegible] of the United [illegible] ington.

A NUISANCE ABATED.

It is gratifying to know that the frequent expostulations of the press as to the vexatious delays in the transmission of newspaper mail have at last been heeded, and that there is a prospect of relief. Special Agent Underwood telegraphs the OREGONIAN, from Eugene City, that he has [illegible] ocean [illegible] all mails to be [illegible] overland hereafter. The first [illegible] reached the Portland office [illegible] Mr. Underwood has fairly earned the thanks of the community for this reform.

The Chicago *Tribune* rises to explain how it happens to publish ten columns of Postoffice Department advertising. It says the advertising was not just as all other advertisements are sent, that it was unsolicited, and that it is paid for at the usual rates. It says, further, that "from 1861 to the defeat of Greeley in 1872," the *Tribune* has received more or less Government advertising. It can see no wrong in it, and thinks the papers which howl loudest about it are those which "could be influenced by patronage." These things are all true enough, and we can not for the life of us see why the *Tribune* wastes a column of fine type in its defense, or why it gets so peevish as to finish the editorial with: "Such being the facts of the case, the snarling curs can go on with their barking."

We regard the Portland Museum as a truly praiseworthy enterprise, worthy the support and encouragement of our citizens. The proprietor has had a hard struggle in getting a start; but he has persevered with commendable energy and accomplished much in spite of all obstacles. Mr. Wood wants all the children in the city, under twelve years of age, to give him a visit on New Year's Day. His entertainment will be free, and we doubt not the invitation will be answered just as liberally as it is given.

[illegible] into the complaint made by "W. M." [illegible] one of the metropolitan police force, and published in yesterday's OREGONIAN, [illegible] as far as the alleged facts that the parties arrested were not [illegible], and that unnecessary violence was employed in making the arrest [illegible]. All the individuals arrested, [illegible] guilty in the police court yesterday, and all of them [illegible] by fine.

Before the last Chicago fire there were in the city [illegible] 112 fire insurance companies. Of these, 26 withdrew because the city authorities would not adopt certain recommendations made by the National Board. Since the past month 17 have returned, leaving 11 unrepresented. The total capital represented by the 112 companies is $47,467,675. The total capital of the 101 now doing business is $41,997,655.

In accordance with an order of the supreme court, the foreclosure sale of Edwin Booth's theatre took place Dec. 3d. The property has a frontage of 154 feet on Twenty-third street and 99 feet on Sixth avenue. It was knocked down to Oliver Ames, of Boston, holder of one of the mortgages. Deducting the face of the [illegible] $400,000, the [illegible] to be paid by to $700,000.

A dispatch to the Chicago *Times* after this [illegible] of intelligence:

MANCHESTER, Mich., Dec. 14.—At Jackson Mine [illegible] Swanson, Thomas Flynn were killed by an explosion. These similar accidents occurred at the same mine previously.

We learn that T. [illegible] Esq., is done with [illegible] and that he will not [illegible] actively to publish by an ex-[illegible]

Good Mayor Colvin, of Chicago, now speaks [illegible] poor gas! "All appointments and globular [illegible] are such as give a strange and globular appearance to such [illegible] ornamental." Alas, as if that were not sufficient, he owlishly avers that "in cold weather the luminous condition of the gas are sometimes [illegible] in passing through the pipes." Good for Colvin!

[illegible] Shaw, Esq., author, orator and [illegible] is advertised to lecture on the conundrum, "If a man dies shall he live again? And if so, shall he [illegible] his mother-in-law?" Judging the man by the text, we should answer no; if his mother-in-law be reasonably [illegible] there will be "an impassable gulf" between them.

What's [illegible] job is Ripple up to now? And has this, from Congressional proceedings of the 22d inst., any bearing on Ben. Simpson's salary? Mr. Mitchell introduced a bill to legalize as [illegible] and others in Governor [illegible]

THE WISCONSIN SENATORIAL CONTEST.—A Washington [illegible] gives the following as the [illegible] of the strength of the various candidates for United States Senator in [illegible]: "The number of votes [illegible] 35, while [illegible] 8, Fairchild 8, [illegible] 1, and [illegible] 1. To these add [illegible], ex-member of Congress, and [illegible] for Horace Rublee, [illegible] to Switzerland, and the [illegible] of the 80 Republicans (and the one Independent who is expected to co-operate with them) is made [illegible]."

SHIPBUILDING FOR ALASKA.—Washington, Dec. 22.—Mr. [illegible] presented a memorial of citizens of California asking the privilege of buying a tract of Government land in the Territory of Alaska, and to establish shipyards there for the construction of ships. Referred to the committee on public lands. On presenting the memorial he said the people of California had suffered for want of ships to carry their produce, and they now desired to engage in shipbuilding to meet the wants of that section.

THE WRONGS OF PEMBINA.—Washington, Dec. 22.—A motion was made by Boreman that the vote by which the Senate in May last rejected the bill to establish the Territory of Pembina, and provide a temporary government therefor, be reconsidered and the bill recommitted to the committee on territories. Agreed to.

AMUSEMENTS.

ORO FINO THEATER

WEDNESDAY EVENING, DEC. 30, 1874.

GRAND COMPLIMENTARY BENEFIT

TENDERED TO

MADAME MARIE DURET,

By a number of the leading citizens of Portland, on which occasion she will be assisted by

Mr. [illegible] Mrs. P[illegible], Mr. E. White Miss [illegible]
After Sh[illegible]
And a host of Volunteers.

The Thrilling Domestic Drama, entitled

EAST LYNNE!

Lady Isabel, } MADAME MARIE DURET.
Madame Vine, }

Dress Circle.....$1 00 | Gallery.....50 Cents.

Tickets may be purchased and seats reserved without extra charge at G. A. STEEL'S Music Store.

SKATING RINK!

FIRST

Grand Masquerade Carnival.

TUESDAY EVENING, DEC. 29, 1874.

Those having received invitations will please be careful to state on their tickets of admission the name of the character assumed.

The door on Fifth street will be open for Ladies, and arrangements will be made for the admission of Gentlemen on the south side of the Rink.

Admission for Spectators, 50c.

H. C. MORRICK, Lessee.

THERE WILL BE AN

OYSTER SUPPER,

WEDNESDAY EVEN'G, DEC. 30, 1874,

Given by the Ladies of the

UNITARIAN CHURCH,

AT THE CHAPEL,

On Seventh, between Yamhill and Taylor.

428d3t

THIRD ANNUAL

GRAND MASQUERADE BALL!

OF THE INDEPENDENT

Order of Jolly Good Fellows

Will be given at

PHILHARMONIC HALL,

NEW YEAR'S EVE!

Committee of Arrangements.

J. B. Kellogg, J. H. Huey, W. S. Halpruner,
H. S. Stephenson, C. B. Seamen,

Reception Committee.

A. B. Hallock, B. Jennings, Jas. Hawthorn,
H. Fleckenstein.

Floor Committee.

W. H. Butts, J. B. Kellogg, Ruf Norman
C. B. Seaman, C. Parrish.

Tickets, $1 50, to be procured of any of the Committee.

All masks will be required to identify.

NEW TO-DAY.

HOSIERY AND UNDERWEAR, NEW supplies for men, women, boys and girls, at 107 Third Street. JOHN WILSON.

REGULAR SALE!

THIS DAY, TUESDAY, DECEMBER 29,

DRY GOODS, CLOTHING, BOOTS, SHOES, FURNITURE, CARPETS, LOUNGES, TABLES, CHAIRS, SEWING MACHINES,

And a large

VARIETY OF MERCHANDISE.

SPECIAL SALE

ON THURSDAY, DECEMBER 31st,

A large consignment of

Merchandise, Furniture, etc.,

EX AJAX.

OSCAR KILBOURN, Auctioneer.

L. H. WAKEFIELD | JOHN BARROWS.

WAKEFIELD & CO.,

Dealers in

CUMBERLAND, LEHIGH,

And all kinds of

COAL,

ADVANCES MADE ON CONSIGNMENTS OF Produce, and personal attention given to the purchase and shipment of Merchandise and the sale of Oregon Produce.

San Francisco, Oct. 1, 1874.

Counting-House Desks,

LOW, STANDING AND DROP LEAF, SWIVEL, Library and Arm Chairs! We have the Agency for Pearl's Folding School Desks. Also, the Gem Desk. Pearl's Folding Desk is the best School Desk made in the United States.

OREGON

FURNITURE MANUFACTURING COMP'Y, PORTLAND.

WINDOW GLASS,

1,000 BOXES ASSORTED SIZES, from 7x9 to 36x36,

At the Lowest Market Rates.

HODGE, CALDER & CO.,

DEALERS IN

Drugs, Paints, Oils and Glass,

75 Front Street.

STRAW PAPER

10,000 REAMS FOR SALE,

In any quantity and at lowest rates,

AT THE AGENCY OF

CLACKAMAS MILLS,

72 Front street.

IMPORTANT NOTICE.

BLANK BOOKS

AND

COUNTING-HOUSE STATIONERY

AT THE

LOWEST SAN FRANCISCO PRICES.

BLANK BOOKS

MANUFACTURED TO ORDER, BY

CHAS. HIRSTEL & CO.,

Booksellers and Counting-house Stationers,

77 FRONT STREET, Portland.

R. DINSMORE, Broker,

72 First Street.

Money loaned on real estate and personal security. Legal Tenders bought and sold. GOLD DUST BOUGHT. Interest allowed on time deposits of coin. Exchange on S. F. d143m

FOUND.

ON THE 23d INST., A VALUABLE PAIR OF Gold Sleeve Buttons. The owner can have them by paying for this advertisement. J. B. OATMAN. d28-6t

RAGS, BOTTLES, JUNK.

HIGHEST PRICE PAID FOR THE ABOVE 2,500 grain sacks for sale at Kafka's Junk Store, corner of Oak and Front streets.

DRY GOODS, MILLINERY, ETC.

Unprecedented Attractions

FOR THE

HOLIDAYS

AT

THE WHITE HOUSE,

IN

Winter Dress Goods,

AND THE

Most Complete Stock of all Grades of

Black & Colored Silks,

In Pretty Evening Shades and New Colors, making the Largest and Most Magnificent Display to be found in the City. We also desire to call attention to our Handsome Line of

Ladies' French Cashmere Wrapper Patterns,

IN NEW DESIGNS.

IN THE

FANCY GOODS DEPARTMENT,

We offer an Immense and Elegant Variety of

Ladies' and Gents' Initial Handkerchiefs.
Ladies' Point, Valenciennes and Applique Collars and Handkerchiefs.
Chantilly and Thread Lace Fichues and Barbs.
Stamped, Beaded and Roman Scarfs.
Ladies' Silk Ties.
Ladies' and Misses' Merino Underwear, Bugle Gimps, Yak Laces.
Worsted Ball Fringes.
Neck Ruching, in various new styles.
Ladies' and Children's Plain and Striped French Wool and Cotton

HOSIERY,

And the Celebrated

"ARDOMINAL" CORSET

The best fitting and most durable article of the kind in the market

We direct special notice to our splendid assortment of

CLOAKS, SACQUES

AND

BASQUES,

INDIA, PAISLEY AND CAMEL'S HAIR SHAWLS;

Beaded Sacques and Overdresses, Sleeveless Jackets.

And also to our beautiful line of

FURS! FURS! FURS

IN OUR

Millinery Department

We shall exhibit New and Attractive Styles of

TRIMMED HATS & BONNETS.

All of these GOODS are just suited to the HOLIDAY TRADE, and an inspection of them is earnestly solicited.

LEWIS & KRAUSS,

87 FIRST STREET

CHRISTMAS GIFTS.

READ THE LATEST!

From 75 First Street.

Elegant Gift Books,
At J. K. GILL & CO.'S.

Standard Poets,
J. K. GILL & CO.

Standard Histories,
J. K. GILL & CO.

Russia Leather Desks,
J. K. GILL & CO.

Russia Leather Portfolios,
J. K. GILL & CO.

Russia Leather Card Cases,
J. K. GILL & CO.

Russia Leather Wallets,
J. K. GILL & CO.

Tourists' Cases,
J. K. GILL & CO.

Rubber and Gold Pens and Pencils,
J. K. GILL & CO.

Photograph Albums,
J. K. GILL & CO.

Writing Albums,
J. K. GILL & CO.

Family Bibles,
J. K. GILL & CO.

Common Prayer Books,
J. K. GILL & CO.

Devotional Books,
J. K. GILL & CO.

Diaries for 1875,
J. K. GILL & CO.

Musical Albums,
J. K. GILL & CO.

Library Inkstands,
J. K. GILL & CO.

Parlor Games,
Over 50 kinds.
J. K. GILL & CO.

"Answers to Curious Questions,"
(A New Scrap-Book,)
J. K. GILL & CO.

Table Croquet,
J. K. GILL & CO.

Just received by Express from New York, a Magnificent Stock of

GIFT BOOKS!

Such as Dore's "WANDERING JEW"—Darley's "MARGARET;" Schiller's "SONG OF THE BELL." &c.

THE ONLY FIRST CLASS STOCK OF

BOOKS & STATIONERY

In the City, at

J. K. GILL & CO.'S,

75 FIRST STREET.

BOOKS & TOYS!

CHAS. HIRSTEL & CO.

WHOLESALE AND RETAIL

Booksellers & Stationers

77 FRONT STREET,

Have A Large and well selected Stock of

Gift and Toy Books
Photograph Albums.
Musical Albums.
Musical Boxes.
Writing Albums.
Scrap Books.
Gold Pens and Pencils.
Pocket Cutlery.
Fancy Stationery.
Toy Tables, Toy Wagons and Toys in every variety.

Which they offer at the LOWEST RATES.

77 FRONT STREET, PORTLAND.

d11d2w

RUMMELIN & GUTMANN,

56 First street, between Stark and Oak,

Manufacturers, Wholesale and Retail Dealers in

FURS,

Offer this Season a very Large and Superior stock of

Ladies', Misses' and Gentlemen's Furs,

AT PRICES TO SUIT THE TIMES.

Dealers Supplied at Eastern Rates.

Orders and repairing promptly attended to.

OCEAN STEAMERS.

FOR SAN FRANCISCO, DIRECT.

CARRYING U. S. MAILS.

THE OREGON STEAMSHIP CO.'S

AJAX,

FRED. BOLLES, ... Commander.

Will leave Portland Warehouse and Dock Company's Wharf at Foot of First st., for the above port,

TUESDAY, DECEMBER 29, 1874,
At 4 o'clock, P. M.

For Freight or Passage apply at the Office of the Company, corner Front and Pine sts.

E. W. WARDNER, Agent.

For PORT TOWNSEND, SAN JUAN, NANAIMO, FORT WRANGEL and SITKA.

CARRYING U. S. MAILS.

THE OREGON STEAMSHIP CO.'S Fine Steamer

GUSTAVUS,

JOHN HAYES, ... Commander.

Will leave Portland Warehouse and Dock Company's Wharf, at foot of First st., for the above ports,

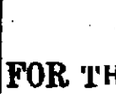
SATURDAY, DEC. 5th, 1874,
At 4 o'clock P. M.

For Freight or Passage apply at the Office of the Company, corner Front and Pine sts.

E. W. WARDNER, Agent.

From Coos Bay & San Francisco

REGULAR STEAMSHIP LINE.



THE FAVORITE STEAMER

EMMA KING,

J. F. WHITNEY, ... Master

EMPIRE,

C. H. BUTLER, ... Master

Make regular trips, leaving from Railroad connecting with steamer at Coos Bay.

F. SCHETTER, Agent, Coos Bay; D. BEADLE, Agent, San Francisco, 106 Davis st., California.

HOLIDAY GOODS.

HOLIDAY GOODS

FANCY ONYX FRAMES!

SMOKING STANDS!

TURKISH CHAIRS!

OTTOMANS!

EASY CHAIRS!

PARLOR SETS!

Black Walnut and Gilt

CARVED ORNAMENTS

FOR

Window Cornices!

ETC., ETC., ETC.

ALL NEW AND ATTRACTIVE

AT

PAUL RICHARDS',

105 First St.

FOR THE HOLIDAYS!

THE LARGEST STOCK OF

Sugar Toys, Sugar Hearts,
Cry-d-Used Toys and Furnis,
Glass Toys and Figures,
Fancy Boxes, Cornucopias,
Wax Candles, Candy Toys,
Christmas Trees, Ornaments,
Flower and Dove Baskets,
Gelatin Candy,
French and American Candies,
Walnuts, Almonds, Nuts and Raisins,
Plain and Ornamental Cake
Fancy Candies,

Wholesale and Retail prices that defy competition at

ATKEY & HASELTINE'S

Premium Candy Factory,

No. 107 FIRST STREET.

N. B.—The only place where the justly celebrated

PAN-ROASTED

are served.

JUST OPENED!

A LARGE ASSORTMENT OF

Gift and Toy Books!

FOR THE CHILDREN

Will be pleased to see them.

CHAS. HIRSTEL & CO.

77 FRONT ST.

BOOTS AND SHOES.

NEW GOODS!

J. FEINSHINER,

Has relocated at his old stand, 107 First Street, and has opened an

ENTIRE NEW STOCK OF

BOOTS & SHOES!

Selected personally during a visit to San Francisco.

PRICES THE LOWEST!

Call and be Convinced.

MADE TO ORDER.

IF YOU WANT A GOOD PAIR OF FINE BOOTS, made to order, go to

J. BRADY,

No. 5 Washington Street.

Repairing promptly attended to.

HARRINGTON'S

OREGON CIDER!

Prepared for Shipment,

Is now ready and for sale by E. MARTIN & CO., or D. F. HARRINGTON, Portland. d4d1m

NOTICE.

THE STEAMER ONWARD WILL LAY UP Friday, Dec. 25th, for repairs. She will be ready to leave as usual on TUESDAY MORNING for the lower Columbia. d24-8t

AUCTION AND COMMISSION

A. B. RICHARDSON,

AUCTIONEER

COR. OF FRONT AND OAK STS.

Auction Sales

OF REAL ESTATE GROCERIES GENERAL MERCHANDISE AND HOUSEHOLD FURNITURE

Sale Days—Wednesday and Friday

At Private Sale,

Large assortment of GROCERIES and [illegible]

Liberal advances made on Consignments.

To parties declining Housekeeping, I would state that I will purchase Second Hand Furniture.

A. B. RICHARDSON, Auctioneer.

Regular and Peremptory Sale

OF

GROCERIES, FURNITURE,

DRY GOODS, &c.

I will sell at my Auction Salesroom on

WEDNESDAY, DECEMBER 30,

At 10 o'clock A. M.

GROCERIES.

250 bxs Rogers CANDLES,
100 cs COAL OIL,
125 bxs Challenge SOAP,
100 bxs Pacific SOAP
60 bxs Fancy Assorted SOAP

ALSO,

To Close Consignment

15 qrs Tennent's PORTER
15 cks Allsopp's ALE,
5000 La Verdie CIGARS
6 kgs SHERRY WINE,
5 kgs PORT WINE,
1 bbl Holland GIN,
10½ bxs C. O. SOAP,
27 bxs Carbolic SOAP

ALSO

5 doz Cassimere PANTS
10 doz Cottonade PANTS,
20 pcs SHIRTING
10 doz Cotton OVERSHIRTS
5 doz Ribbed SHIRTS and DRAWERS,
15 doz HANDKERCHIEFS, etc. etc.

ALSO,

Japanese FANCY GOODS

ALSO

5 [illegible] Heavy Plate MIRRORS

ALSO,

2 IRON SAFES (in good order)

ALSO,

2 [illegible] MACHINES HAT RACKS, BRACKETS, WALL POCKETS PICTURES etc.

ALSO,

20 doz BUCK GLOVES.

ALSO

25 [illegible] Navy TOBACCO

ALSO,

FURNITURE.

A. B. [illegible]

INSURANCE.

[illegible]'s Fund Insurance Co

OF LONDON

CASH CAPITAL - $[illegible]

HAND-MARK[illegible]

Assets Dec. 1 - $677,[illegible]

[illegible]

[illegible]

The Daily Oregonian.

TUESDAY MORNING, DECEMBER 29, 1874.

SHIPPING AND COMMERCE.

MONDAY EVENING, December 28, 1874.

Gold in New York, 1[illegible].

Legal Tenders in Portland—buying, 89; selling, 90.

Legal tenders in San Francisco, 90¼ buying, 91 selling.

Sight exchange on San Francisco, coin ¾ to ⅞c discount; currency ½ of 1 per cent. prem.

Sight exchange on New York, coin ¾ of one per cent. prem.; currency ½ of one per c[illegible]

Gold bars, 1[illegible]

[illegible] 4 88.

Latest telegrams from Liverpool denote a quiet market. Quotations are as follows: For California cargoes on the spot, 10s 3d; Oregon ditto, 10s 6d cargoes Oregon, [illegible] to Cork, for orders, 10s 3d; do. to Liverpool, 9s 10½ per quarter; Liverpool cargoes for shipment, 42s 6d per quarter of 500 lbs.

The closing week of 1874 opened to day with a most perfectly quiet state of affairs in financial circles, borrowers being very sparing in their calls at this late date in the year. The requirements of the money [illegible] have been met quite readily, and [illegible] anything like a plethora in the market, the ruling condition has been one of reasonable ease and prompt accommodations to regular bank customers. Merchants have been more [illegible] than average in their collections, and are in ample funds to carry their business through successfully until the opening of the spring trade. Wheat buyers are not now making as large drafts upon their [illegible] accounts as a fortnight ago, and the available means to begin the business of the approaching year will doubtless be much larger than that with which the present was undertaken.

Trade circles to-day are very quiet, if we except the [illegible] of [illegible] Prices are not changed in any important lines of merchandise, and but few orders for goods are now reaching this [illegible] from the interior.

[illegible] shot.

We usually find but few sellers in the market on Mondays, and to-day has been no exception to the rule. Neither are buyers apt to [illegible] during the [illegible] part [illegible] except the 31st [illegible] and Grundloven, the cargoes of which are [illegible] Kaslo Mills, and they will complete [illegible] the close of the year when, should there be no further arrivals, our port will be bare of grain tonnage save the bark Windward, which it is not likely will be in a condition to load before the middle of January. In the meantime, it is reported that sufficient vessels to carry nearly 150,000 tons of wheat are [illegible] which is open to engagement. The temporary scarcity of tonnage will [illegible] effect in producing [illegible] from which it will quickly recuperate when [illegible] done shall begin to arrive. Until that [illegible] reasonably expect a very dull market. [illegible] sions to-day are unchanged, being [illegible] at 81 87½ cents.

[illegible] list of November 15th has been received. [illegible] sales of wheat into the United Kingdom, amounting to 879,959 cwt, against 832,882 cwts [illegible] Nov. The deliveries of home-grown wheat had been in excess of the corresponding seven days in 1873, [illegible] returns the [illegible] months ending [illegible] have been 4,858,402 qrs; in the year last they had been 2,998,824 qrs; in 1872, [illegible] qrs; and in 1871, 4,429,058 qrs. Considering [illegible] those [illegible] Australian whether, [illegible] the surplus will likely [illegible] so completely as to admit of any [illegible] exports, the net imports in the [illegible] having been [illegible]

The [illegible] point [illegible] whose [illegible] abroad, and while we [illegible] able as any the [illegible] could possibly have, having [illegible] sold for this port. [illegible] inclined to the belief [illegible] figures, [illegible] the past [illegible] are able to get us of much more importance to our readers than the [illegible] and we have by [illegible] information as to home values [illegible] information obviously as to the fluctuations in the British markets [illegible] say to day. The Farmer will [illegible] being [illegible] and they have persistently held that their [illegible] for an abundant tonnage supply were good, and the [illegible] scarcity is a matter of [illegible] a contrary course to that of advising the [illegible] ship upon their own account. We have [illegible] advised it to pursue any given [illegible] but laying the facts before them, we leave [illegible] to follow [illegible] without leading [illegible] which, owing to the movement of the world's markets by [illegible] might result very [illegible] or that of our [illegible] sight prognosticate. Should the rise in foreign markets, which the Farmer predicts actually take place, no producer in the [illegible] Whether it will, is beyond the power of any oracle to tell, but the [illegible] do not appear at [illegible]

[illegible] Intelligence.

The Br. bark Chalmette, heretofore reported on her way to this port to load grain for Europe, was at Liverpool to load [illegible] at St. Mary's Island for San F[illegible]

The Br. bark [illegible] up to Central dock this morning [illegible] her cargo of wheat.

The [illegible] with cargo and passengers, will sail [illegible] P. M. to-morrow.

[illegible] and will [illegible] house to-morrow.

The bark Windward, partially hove down for the inspection [illegible] of the sands [illegible]

[illegible]

San Francisco, Dec. 28.—Arrived—Bark Gen. Cobb, [illegible] Sailed—Bark [illegible] Departure bay; barkentine S. M. Bu[illegible] Port Madison. Sailed—[illegible] ship Shirley, Thoreau; bark Tidal Wave, Port Madison.

[illegible] Market.

San Francisco, Dec. 26.—Wheat [illegible] No. 1 [illegible] Gould & Curry 61, B & B 68, Savage 144, Challar 88, Hale & Norcross [illegible] Ophir 54½, Jacket 128, Belcher [illegible] Chollar [illegible] Best Belcher 177½, Overman 96½.

[illegible] Market.

San Francisco, Dec. 26.—Flour—Extra $4 75@[illegible] Wheat—$1 55@1 57.

Barley—Coast feed, $1 25; bay feed, $1 30; coast brewing, $1 30; bay brewing, $1 45@1 50.

Oats—[illegible]

Hay—$10@17 for inferior to choice.

Potatoes—Choice round lots, $1 75.

Onions—[illegible] 2½@3.

Corn—Large [illegible] yellow, $1 25; small yellow and white, $1 80.

Knights of Pythias.—Mystic Lodge No. 2 holds regular Conventions on Thursday Evening of each week, at 7½ o'clock, at the Castle Hall, N.W. cor. First and Taylor [illegible] Sojourning Knights are cordially invited to attend. By order of the Lodge. WARD S. [illegible]

[illegible] I. O. O. F.—[illegible] every Wednesday evening at 7 o'clock, in Odd Fellows Temple, corner of First and Alder streets. Members of the Order are invited to attend. By order of N. G.

[illegible] No. 15, I. O. O. F.—Meets every Friday evening at 8 o'clock, in Odd Fellows Temple, corner First and Alder [illegible] Work of the Order are invited to attend. By order of N. G

[illegible] No. 4, C. of R. C.—Meets Tuesday Evenings at Good Templars' Hall, Third and Alder streets, at 7½ o'clock.

A. P. HOTALING, [illegible] E. C. Long, Portland

A. P. HOTALING & CO.,

Sole [illegible]

[illegible] BOURBON WHISKY,

And [illegible] of

FINE WINES AND LIQUORS.

411 Jackson St., San Francisco,

And 35 Front St., Portland, Oreg.

RAILROADS.

Oregon & California R. R. Co

[illegible]

On and Take Effect Sunday, Aug. 3d, 1874, at 8 A. M.

DAILY (EXCEPT SUNDAY), As follows:

PORTLAND AND ROSEBURG

LEAVE.		ARRIVE.	
Portland	7:30 A. M.	Roseburg	7:10 P. M.
Roseburg	5:00 A. M.	Portland	4:15 P. M.

ALBANY EXPRESS TRAIN.

DAILY, (EXCEPT SUNDAYS) As follows:

LEAVE.		ARRIVE.	
Portland	3:50 P. M.	Albany	8:25 P. M.
Albany	5:30 A. M.	Portland	10:05 A. M.

FREIGHT TRAINS

DAILY, (EXCEPT SUNDAYS) AS FOLLOWS

LEAVE.		ARRIVE.	
Portland	6:15 A. M.	Junction	6:00 P. M.
Junction	5:45 A. M.	Portland	5:15 P. M.

The Oregon and California Railroad Ferry makes connection with all Regular Trains.

Close connections are made at ROSEBURG with the Stages of the Oregon and California Stage Company.

Tickets for Sale to all the principal points in California and the East, at Company's Office,

Cor. F and Front Sts., at Ferry Landing, PORTLAND.

Will be charged on freight remaining in Warehouse over 24 hours.

Freight will not be received for shipment after 4 o'clock P. M.

J. BRANDT, Jr., Gen'l Sup't.

E. P. ROGERS, Gen'l Freight and Passenger Agent.

The Oregon Central R. R. Co.,

[illegible]

To take effect Monday, November 23, 1874, at 6 A. M.

Daily Trains will run between

PORTLAND AND ST. JOSEPH

AS FOLLOWS:

LEAVE.		ARRIVE.	
Portland	[illegible] P. M.	St. Joseph	9:00 P. M.
[illegible]	7:00 A. M.	[illegible]	11:00 A. M.

Connecting at Cornelius with Stages for Forest Grove, [illegible] for all points South and West—Lafayette, McMinnville, Amity, Monmouth, Independence, [illegible] Visa and Corvallis.

Passengers getting on the train at Ticket Office without Tickets will be charged twenty-five cents extra.

On and after Sunday, Aug. 16, there will be no trains run on Sundays.

Baggage [illegible] at the Company's New Warehouse, and will not be received for that after 8 P. M.

J. BRANDT, Jr.

Northern Pacific Railroad.

PACIFIC DIVISION.

[illegible]

KALAMA TO TACOMA.

DAILY, (SUNDAYS EXCEPTED.)

LEAVE.		ARRIVE.	
Kalama	11:20 A. M.	Tacoma	5:30 P. M.
Tacoma	6:30 A. M.	Kalama	12:40 P. M.

CONNECTING

At [illegible] with C. H. M. Co.'s Boats for all points on Columbia River.

At Tacoma with Steamers for all points on Puget Sound daily, and on Wednesdays and Saturdays to Victoria and Nanaimo.

SUMMER EXCURSION

[illegible] via O. S. N. Co., N. P. R. R. and O. S. S. N. Co.

ROUND TRIP, $200!

The Undersigned [illegible] CLUBS OF [illegible] on MONDAY, 11th inst. for the [illegible] will be sold for the above rates.

This route [illegible] and pleasure parties one of the [illegible] and most comfortable [illegible] the side of the O. R. N. Co. [illegible] Or.

J. W. SPRAGUE, [illegible]

H. W. FAIRWEATHER, Gen'l Freight and Ticket Agent.

Is there a much better or more useful Christmas Present than a nice and Fashionable

HAT?

[illegible]

MEUSSDORFFER'S

New Styles, [illegible] per last Steamer.

As he ALWAYS KEEPS ONLY THE BEST Article in the line of Hats, so you [illegible] to find "[illegible]" Something [illegible] Stylish.

[illegible]

d[illegible]

[illegible] TO-MORROW. WILLIAM SCOTT.

GEO. MORROW & CO.

GRAIN AND COMMISSION MERCHANTS,

DEALERS IN

CALIFORNIA AND OREGON PRODUCE.

CONSIGNMENTS SOLICITED:

29 Clay St. and 28 Commercial St., San Francisco.

Refer by permission to R. C. KINNEY, Salem, Ogn. sl2d6m

WM. PLUNDER,

APOTHECARY AND CHEMIST,

DEUTSCHE APOTHEKE,

Corner of First and Oak streets, (Portland

PRESCRIPTIONS A SPECIALTY

BOURGEUIL!

GENUINE STEIN WINE,

Direct Imported

AT THE GEM,

This Wine is warranted pure. d18d2w

NOTICE TO SHIPPERS.

THE OWNERS OF THE "PACIFIC WHARF and Warehouse," located at the foot of Salmon street, in this city, announce to the public that they are now ready to receive Produce and Merchandise on storage, at low rates.

The wharf affords excellent accommodation for discharging and loading ocean vessels of the largest class. Wharfage rates reasonable.

Liberal cash advances will be made on grain stored in large quantities in the warehouse. Warehouse receipts will be given.

For particulars apply to

CHARLES HOLMAN.

Portland, Oregon, Nov. 30, 1874. n30 1m

LOUIS RAU,

PRACTICAL OPTICIAN,

And Manufacturer of

Mathematical & Telegraph Instruments,

No. 60 FIRST, bet. Oak and Stark,

PORTLAND, OREGON. n30-2m

J. B. ROBERTS,

GENERAL BROKER,

98 First Street.

Money Loaned on approved security. Notes discounted. Currency and Gold Dust bought and sold. d4d1m

BANKS.

LADD & TILTON, BANKERS,

PORTLAND.

DEPOSITS RECEIVED, AND COIN AND CURRENCY accounts kept, subject to Check at sight.

COLLECTIONS made and proceeds promptly remitted.

INTEREST FROM DATE paid on Coin Time Deposits.

Coin & Currency Exchange

(Sight and Telegraphic,) for sale on

SAN FRANCISCO, NEW YORK,

ST. LOUIS, CHICAGO.

Bills of Exchange,

Drawn in the usual way, for any sum desired, on

LONDON, HONG KONG,

PARIS, BERLIN,

FRANKFORT-ON-THE-MAIN.

THE FIRST NATIONAL BANK OF PORTLAND.

Designated Depositary and Financial Agent United States.

President.....HENRY FAILING,
Cashier.....JAMES STEEL.

DEPOSITS RECEIVED IN COIN OR CURRENCY subject to check at sight.

INTEREST ALLOWED on Time Deposits of Coin.

LETTERS OF CREDIT issued available in the Atlantic Cities

SIGHT EXCHANGE AND TELEGRAPHIC TRANSFERS; payable in Coin or Currency; for sale on NEW YORK, SAN FRANCISCO, CHICAGO, ST. LOUIS.

SIGHT or SIXTY DAY BILLS drawn in sums to suit, direct on

LONDON, PARIS,
BERLIN, FRANKFORT-ON-THE-MAIN.

THE BANK OF BRITISH COLUMBIA.

Incorporated by Royal Charter.

Paid up Capital.....$1,502,500

WITH POWER TO INCREASE TO

$10,000 000.

HEAD OFFICE 6 [illegible] Avenue, [illegible]

BRANCHES

In Vancouver Island, British Columbia, San [illegible] and Portland.

AGENCIES

In New York, Canada, Scotland and Ireland.

Exchange for Sale on

England, Ireland, Scotland, New York and Canada.

INTEREST ALLOWED on Time Deposits at the rate of SIX (6) PER CENT. PER ANNUM for [illegible] of three months and upwards.

Approved Bills discounted or purchased. Loans made on available collaterals.

EDWIN RUSSELL, Manager.

MASONIC SAVINGS AND LOAN BANK,

NO. 6 POST STREET, MASONIC TEMPLE, San Francisco. Moneys received on Term and Ordinary Deposit—Dividends paid Semi-Annually. Loans made on approved security. Certificates of Deposit issued, payable at New York, Philadelphia, Boston, and the principal cities of the Atlantic States and Canada. This Bank solicits the patronage of all persons. Wm. H. Culver, Pres't, Frances Smith, Vice President, H. T. Graves, Sec'y, Leonidas E. Pratt, Attorney d17d6mSwSu

HOTELS AND RESTAURANTS.

RE-OPENED!

CLARENDON HOTEL!

Corner of F and First Streets,

PORTLAND, OREGON.

THIS MAGNIFICENT HOTEL, NEWLY FURnished throughout in a superb manner, is now open for the reception of guests.

The Finest Rooms and the Best Table, in Oregon, at moderate prices

Situated within two blocks of the Depots of the Oregon and California and Oregon Central Railroads, and within one block of the wharf of the Oregon Steamship Company.

Street Cars pass the door.

Free Coach to and from the House.

Street Car tickets furnished free to guests.

HALLETT & KIMBALL.

NATIONAL HOTEL,

Corner Front and Yamhill sts.

J. B. KELLOGG, - - PROPRIETOR.

Everything New.—Comfortable Rooms.—Good Table.—Moderate Rates.

THOMPSON HOUSE,

First and Jefferson Streets.

Board and Lodging, per week.....$5 00
Board, without Lodging.....4 00
Board and Lodging, per day.....75

The House is new and hard finished, and the board is as good as any first class house.

HOUSE OPEN ALL NIGHT.

Men with families will be charged moderately.

A Wagon attends the Steamers and Railroads.

Employers in want of help, please call.

Roseburg Hotel & Restaurant.

DOUGLAS CO., OREGON,

First Class House and the best in the City.

MEALS AT ALL HOURS.

GOOD BEDS AND CLEAN ROOMS.

GIVE ME A CALL.

H. H. RIGLEY, PROPRIETOR. n8d6m

CHEMEKETA HOTEL,

SALEM, OREGON,

THOMAS SMITH, - PROPRIETOR.

Late of the Empire Hotel, The Dalles.

Having leased this Magnificent Hotel for a term of years, it will be my sole object to please.

Free Coach to the House. s18d1y

FROM HONOLULU.

THE CARGO OF THE JANE A. FALKINBURG consisting of Assorted Grades of

SUGARS, COFFEE, PULU AND RICE,

is offered to the Trade at low rates, by

n18tf ALLEN & LEWIS.

WANTED!

WE WILL PAY THE HIGHEST PRICE for good lots of

Wheat, Barley, Oats, Potatoes

&c., &c., &c.

EVERDING & FARRELL.

FOR THE HOLIDAYS!

O'SHEA, PAWNBROKER, WASHINGton street, between First and Second, next door to Quinn's Fish Market, has two first class Gold Watches, also, some Silver Watches, and a few Gold Rings that he will dispose of at cost.

Money advanced on Jewelry, Watches, Guns, Pistols, Jewelry, Wearing Apparel, etc. Miscellaneous articles of every description bought and sold. s_ 6[illegible]

DISSOLUTION OF PARTNERSHIP.

NOTICE IS HEREBY GIVEN THAT THE FIRM of Tacher & Hawes, dealers in stoves and tinware, is this day dissolved by mutual consent. E. R. Hawes will continue the business in his own name, and will pay all debts of the late firm, and collect all dues. J. TACHER,
E. R. HAWES.

Portland, December 24, 1874. d25 4t

NOTICE.

I HEREBY ACKNOWLEDGE THE PROMPT payment of my claim against the New England Mutual Life Insurance Company of Boston—the same being the sum of $2,500, and policy No. 50,227 in that Company.

d23d1m ELIZA FRYER.

RIVER STEAMERS.

NOTICE.

UNTIL FURTHER NOTICE THE STEAMER WELCOME will leave the dock foot of Ash street, (O. S. N. Co's wharf) at 6 o'clock A. M. every morning (Sunday excepted), for Oregon City, connecting with the Steamer ALICE on Monday and Thursday for Corvallis and intermediate points, and on other days with the TANNIE PATTON and E. N. COOKE, of which due notice will be given by Posters.

FARE, ONE DOLLAR.

For Butteville, Champoeg, Dayton and Lafayette, connecting with Steamer DAYTON on Monday, Wednesday and Friday.

Fare, 75 Cents.

All up freight to Corvallis or Lafayette and intermediate points for One Dollar per Ton.

Freight received on the dock of the O. S. N. Co. or O. S. S. Co. for any of the above points.

Through Freights to Astoria forwarded without delay at the lowest rates.

All Freight delivered free of drayage.

F. D. BILES, Agent.

Oregon Steam Navigation Co.'s

PASSENGER SCHEDULE.

PASSENGERS LEAVE PORTLAND FOR DALLES Daily, except Sunday, at 6 o'clock A. M.

FOR ASTORIA—Daily, (except Sunday,) at 6 A.M.

FOR KALAMA and TACOMA—Daily (Sundays excepted) at 6 A. M.

FOR VICTORIA—Thursday and Saturday at 6 A. M. S. G. REED, Vice President.

The Willamette River Transportation Co.'s Steamers

Will leave the Central Wharf between Washington and Alder streets, as follows:

Steamer "GOV. GROVER" for Corvallis, on Monday and Thursday, at 6 A. M.

Steamer "WILLAMETTE CHIEF" for Albany, on Tuesday and Friday at 6 A. M.

Steamer "SHOSHONE" for Points on the Yamhill River, on Monday, Wednesday and Friday, at 8 A. M.

Steamer "BEAVER" for Astoria, Tuesday, Thursday and Saturday, at 6 A. M.

Lightering and Towing of Vessels between Portland and Astoria at REDUCED RATES.

FRANK T. DOBBS, Agent.

OHIO!

INDEPENDENT LINE!

THE LIGHT DRAFT STEAMER,

OHIO,

Leaves the Wharf foot of Alder street, Portland, for Salem, Albany, and all intermediate points, on Wednesdays and Saturdays of each week. Leaves Albany on return, Mondays and Thursdays, until further notice. No delays on account of low water. Rates of freight reasonable. For any further information apply on board, or to Frank Dodge, Agent, on the wharf.

n12tf D. B. SCOTT Master.

Astoria to Oysterville.

The Steamer FAVORITE, carrying the U. S. Mails, leaves ASTORIA and UNITY on Mondays, Tuesdays, Fridays and Saturdays, connecting with the O. S. N. Co's boats.

On Intermediate days the Boat can be chartered for any business that offers.

Through freight to Oysterville will be receipted for on the O. S. N. Co's wharf at Portland, and through passage can be secured by applying to Purser of the Company's steamers. J. FOX.

d17d3tawtf Agent, Astoria.

Portland & Vancouver Packet.

THE STEAMER VANCOUVER,

JAS. W. TROUPE, Master,

WILL LEAVE DAILY FROM WASHINGTON Street Wharf, for Vancouver, at 2:30 P. M. Returning, leave Vancouver at 8 A. M. For freight or passage apply on board.

J. SIMON & CO.,

56 FRONT STREET.

DEALERS IN

DOORS AND BLINDS

WINDOW SASH, ETC.

1,000 Boxes Glass

ENAMELED GLASS.
STAINED GLASS,
CRYSTAL SHEET,
And CUT GLASS.

PRICES REDUCED

Call before purchasing elsewhere.

GLAZING DONE TO ORDER.

Chief of Police Sale.

NOTICE is hereby given that by virtue of a warrant issued by the Auditor and Clerk of the city of Portland, dated Nov. 21st, 1874, commanding me to levy upon Lot number six in block 313 in the city of Portland, and collect assessment thereon, amounting to forty-five 34-100 dollars, ($45 34), for the improvement of B street, between North Thirteenth street and the western boundary of said city, I have this day levied upon said Lot 6 in Block 313, and on WEDNESDAY, the 30th day of December, 1874, at 10 o'clock A. M. of said day, in front of the court house door, in said city of Portland, Multnomah county, State of Oregon, will sell said Lot 6 to the highest bidder therefor, to pay said assessments, costs and expenses of sale. Said sale to be for U. S. gold and silver coin.

J. H. LAPPEUS, Chief of Police.

Portland, Dec. 1, 1874. d2dlawst

Chief of Police Sale.

NOTICE is hereby given that by virtue of a warrant issued by the Auditor and Clerk of the city of Portland, dated Nov. 21st, 1874, commanding me to levy upon Lot number one in Block 103, Couch's Addition to the city of Portland, and collect assessment thereon, amounting to one hundred and twenty-eight 88-100 dollars ($128 88), for the improvement of B street, between North Thirteenth street and the western boundary of said city, I have this day levied upon said Lot one in Block 103, and on WEDNESDAY, the 30th day of December, 1874, at 10 o'clock A. M. of said day, in front of the court house door, in said city of Portland, Multnomah county, State of Oregon, will sell said Lot one to the highest bidder therefor, to pay said assessments, costs and expenses of sale. Said sale to be for U. S. gold and silver coin.

J. H. LAPPEUS, Chief of Police.

Portland, Dec. 1, 1874. d2dlawst

Chief of Police Sale.

NOTICE IS HEREBY GIVEN THAT BY VIRtue of a Warrant issued by the Auditor and Clerk of the City of Portland, dated Nov. 21st, 1874, commanding me to levy upon Lot Number four in Block 105, Couch's Addition to the city of Portland, and collect assessment thereon, amounting to one hundred and three 2-100 dollars, ($103 02), for the improvement of B street, between North Thirteenth street and the western boundary of said city, I have this day levied upon said Lot four in Block 105, and on WEDNESDAY, the 30th day of December, 1874, at 10 o'clock A. M. of said day, in front of the court House door, in said city of Portland, Multnomah county, State of Oregon, will sell said Lot 4 to the highest bidder therefor, to pay said assessments, costs and expenses of sale. Said sale to be for U. S. gold and silver coin.

J. H. LAPPEUS Chief of Police.

Portland, Dec. 1, 1874. d2dlawst

Chief of Police Sale.

NOTICE is hereby given that by virtue of a warrant issued by the Auditor and Clerk of the city of Portland, dated Nov 21st, 1874, commanding me to levy upon Lot number seven in Block 315, in the city of Portland, and collect assessment thereon, amounting to [illegible] dollars, ($[illegible]) for the improvement of B street, between North Thirteenth street and the western boundary of said city, I have this day levied upon said Lot seven in Block 315, and on WEDNESDAY, the 30th day of December, 1874, at 10 o'clock A. M. of said day, in front of the court house door, in said city of Portland, Multnomah county, State of Oregon, will sell said Lot 7 to the highest bidder therefor, to pay said assessments, costs and expenses of sale. Said sale to be for U. S. gold and silver coin.

J. H. LAPPEUS, Chief of Police.

Portland, Dec. 1, 1874. d2dlawst

Chief of Police Sale.

NOTICE is hereby given that by virtue of a warrant issued by the Auditor and Clerk of the city of Portland, dated Nov. 21st, 1874, commanding me to levy upon Lot number [illegible] in Block 313, in the city of Portland, and collect assessment thereon, amounting to [illegible] dollars, ($[illegible]) for the improvement of B street, between North Thirteenth street and the western boundary of said city, I have this day levied upon said Lot [illegible] in Block 313, and on WEDNESDAY, the 30th day of December, 1874, at 10 o'clock A. M. of said day, in front of the court house door, in said city of Portland, Multnomah county, State of Oregon, will sell said Lot [illegible] to the highest bidder therefor, to pay said assessments, costs and expenses of sale. Said sale to be for U. S. gold and silver coin.

J. H. LAPPEUS, Chief of Police.

Portland, Dec. 1, 1874. d2dlawst

PORTLAND GLUE FACTORY.

OFFICE ON FIRST STREET, BETWEEN Taylor and Salmon; next door to Hook and Ladder Engine House, have always on hand Glue, Curled Hair and Neat's Foot Oil, at San Francisco Prices.

MEYZGER & STEEL.

MARKETS.

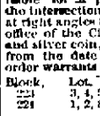
REID & VESTAL,

BUTCHERS & PACKERS,

Stalls 8, 9 and 10 Central Market.

SHIPS AND STEAMBOATS SUPPLIED

HOME AGAIN!



J. S. KELLER,

Has returned to the

COR. MADISON AND FIRST STREETS,

Where he will be prepared to supply Fresh

Beef, Pork, Mutton, Veal, Etc.,

WHOLESALE AND RETAIL.

PORTLAND MARKET.

E. H. GARLING,

Cor. MORRISON and SECOND STREETS,

KEEPS CONSTANTLY ON HAND the best of all kinds of MEATS. All orders delivered in any part of the city Free of Charge. Also, KEEPS BEEF, VEAL AND MUTTON.

CHRIS. SCLOTH

INVITES HIS OLD PATRONS AND the public generally to call at his

NEW BUTCHER SHOP,

Washington St., one door East of Third.

HARDWARE IRON AND STEEL.

JOHN R. FOSTER,

CORNER FRONT AND STARK STS.

Dealer in

Howe's Platform and Counter Scales.

THE BEST IN USE.

Shelf and Builders' Hardware.

MECHANICS' TOOLS,

TABLE AND POCKET CUTLERY,

Miners's Goods,

Nails, Rope, Shovels, Anvils, Axes, Etc.

All of which are offered at the Lowest Rates.

He invites buyers to call and examine before purchasing elsewhere.

Would invite particular attention to buyers of Builders Hardware and House Trimmings, either a WHOLESALE OR RETAIL.

CITY ADVERTISEMENTS.

Jefferson Street.

NOTICE IS HEREBY GIVEN THAT THE ASSESSment made by ordinance No. 1561 for the improvement of Jefferson street, in the manner provided by Ordinance No. 1553, on each of the following described lots fronting upon that part of Jefferson street lying between the centers of West Park and Eighth streets, as well as those liable for a proportionate share of improving the intersections of said street with streets running at right angles therewith, is due and payable at the office of the City Treasurer, in United States gold and silver coin, and unless paid within fifteen days from the date hereof the Common Council will order warrants issued for the collection thereof:

Block.	Lot.	Owner.	Ass[illegible]
[illegible]	3, 4, 5,	Sarah E. Harker	$78 86
224	1, 2, 8,	J. H. Wilbur	12 04
			$90 90

By order of the Common Council.

W. S. CALDWELL, Auditor and Clerk.

December 22, 1874. d22d10d

East Park Street.

NOTICE IS HEREBY GIVEN THAT THE ASsessment made by Ordinance No. 1568, for the improvement of East Park street in the manner provided by Ordinance No. 1521, on each of the following described lots fronting upon that part of East Park street lying between the centers of Washington and Yamhill streets, as well as those liable for a proportionate share of improving the intersections of said streets with streets running at right angles therewith, is due and payable at the office of the City Treasurer, in United States gold and silver coin; and unless paid within fifteen days from the date of this notice, the Common Council will order warrants issued for the collection thereof:

Block.	Lot.	Owner.	Assessm't.
211	5	J. W. Beatty	$ 1 28
	6, 7,	Catharine Miller	6 52
	8	T. H. Lewis	19 38
212	5	J. S. Bailey	23 74
	6	P. Wasserman	23 61
	7, w½ 8,	D. Taggart	34 35
Park 4,	2,	P. W. Gillette	35
" 2,	2,	P. D. W. Hardenburg	46 16
	2,	J. L. Ladd	36 40
	1,	Albert F. Smith	31 50
			$226 80

By order of the Common Council.

W. S. CALDWELL, Auditor and Clerk, d22d10d

December 22, 1874.

Ordinance No. 1579.

AN ORDINANCE TO DESIGNATE A DAILY newspaper to do City printing.

The City of Portland does ordain as follows:

Section 1. The DAILY OREGONIAN is hereby designated as the daily newspaper in which all advertising to be done by the City shall be published until further order of the Council.

Passed the Common Council December 16, 1874.

W. S. CALDWELL, Auditor and Clerk.

Approved December 18, 1874.

d22d5d HENRY FAILING, Mayor.

Ordinance No. 1580.

AN ORDINANCE TO AUTHORIZE A CERTAIN contract.

The City of Portland does ordain as follows:

Section 1. The Committee on Judiciary are hereby authorized to advertise for, receive proposals and enter into contract with the lowest responsible daily newspaper to do all advertising, including all notices and other matter required by the Charter or ordered by the Common Council to be published, for the term of one year.

Passed the Common Council December 16, 1874.

W. S. CALDWELL, Auditor and Clerk.

Approved December 18, 1874.

d22d5d HENRY FAILING, Mayor.

Ordinance No. 1586.

AN ORDINANCE MAKING AN APPROPRIAtion out of the Fund arising from the sale of Fire Department Bonds.

The City of Portland does ordain as follows:

Section 1. The sum of forty-five dollars is hereby appropriated out of the Fund arising from the sale of Fire Department Bonds in payment of the claim of L. Therkelsen for work necessary to secure a good foundation for the Bell Tower on lot 6, block 96, and not included in the contract for erecting said tower.

Section 2. The Auditor is hereby directed to draw a warrant for the amount named, in payment of said claim.

Passed the Common Council December 16, 1874.

W. S. CALDWELL, Auditor and Clerk.

Approved December 18, 1874.

d22d5d HENRY FAILING, Mayor.

City Assessment.

NOTICE IS HEREBY GIVEN THAT THE AScessment Roll of the City of Portland has been duly filed, and will remain open at the Auditor's Office until JANUARY 1, 1875, prior to which time all applications for corrections of errors must be filed.

Particular attention is directed to the following section of Ordinance No. 1[illegible]:

Section 3. Any person deeming himself aggrieved by the assessment, valuation, or listing of property, may apply to the Common Council for a revision of the same.

Such application shall contain a list of all the property subject to taxation for city purposes, owned by, in the hands of, or under the control of the applicant, and a concise statement of the particular item or items claimed to be erroneously assessed, which said application shall in all cases be verified by oath or affirmation of the applicant, and must be filed with the Auditor before the 1st day of JANUARY following the date of the filing of the Assessment Roll.

W. S. CALDWELL, Auditor and Clerk, d22d1d

December 1, 1874.

Rock River Paper Company's PATENT FELT ROOFING.

PUT ON FOR $6 50 PER SQUARE.

PREPARED PLASTERING BOARD,

Sheathing and Carpet Paper.

For sale by H. C. MORRICE, Gilsan's Buildings, First st., near Ash.

Regalia and Trimmings,

ONLY REGALIA HOUSE IN THE STATE.

MASONIC BOOKS AND BLANKS,

Gold and Silver Laces, Fringes, Sp[illegible] Bullion, Etc.

H. C. MORRICE, Gilsan's Buildings, First st., near Ash.

LOST.

STRAYED OR STOLEN A WHITE AND LIVER colored SETTER DOG, about 10 months old. A liberal reward will be paid for his return to the Police Court Building. d24d6t

LAW CARDS.

REMOVAL.

A. C. GIBBS. R. G. H. HUGHES.

GIBBS & HUGHES,

Attorneys and Counsellors at Law,

Office in Ankeny's Building, First Street.

Will practice in all Courts of Record in the State, and pay particular attention to Business in the United States Courts.

SYL. C. SIMPSON. JNO. B. WALDO.

SIMPSON & WALDO,

ATTORNEYS-AT-LAW,

No. 12 Dekum's Building.

C. B. BELLINGER,

ATTORNEY-AT-LAW,

Room 19, Dekum's Building,

Portland, Oregon.

W. W. MORELAND,

Attorney at Law—Canyon City, Oregon.

GEO. H. DURHAM. M. Y. THOMAS.

DURHAM & THOMPSON,

Attorneys-at-Law

[illegible] First [illegible], opposite Occidental Hotel, Portland.

C. M. KINCAID,

ATTORNEY-AT-LAW,

Odd Fellows' Temple,

Room No. 10.

WHALLEY & FECHHEIMER,

Attorneys at Law,

Rooms Nos. 7 and 8 in Glenn's Building, corner First and Ash Streets, Portland.

JOHN M. GEARIN,

ATTORNEY AT LAW,

Room 20, Dekum's Building.

F. A. CHENOWETH,

Attorney-at-Law—Corvallis, Oregon.

PROFESSIONAL CARDS.

DR. S. PARKER

OFFERS HIS SERVICES AS PHYSICIAN, SURgeon and Accoucheur to the people of CLACKAMAS COUNTY who may be in need of medical attendance. Office—Oregon City, Ward & Harding's Drug Store. Residence, [illegible] next door but one to R. Caufield's store. n6d1d

JOHN S. PILKINGTON, M. D.

OCULIST AND AURIST.

ROOMS—DEKUM'S BUILDING, CORNER FIRST AND WASHINGTON STREETS.

Office Hours—10 to 12; 3 to 4 and 7 to 8 P. M.

DR. CHAS. SCHUMACHER,

OFFICE—PFUNDER'S DRUG STORE

Residence—Third street, bet. Salmon and Main.

Ayer's Cathartic Pills,

For all the purposes of a Family Physic,

CURING

Costiveness, Jaundice, Dyspepsia, Sick Headache, Dysentery, Foul Stomach and Breath, Erysipelas, Headache, Piles, Rheumatism, Ulcers and Skin Diseases, Blotches, Liver Complaint, Dropsy, Tetter, Tumors and Salt Rheum, Worms, Gout, Neuralgia, or Bilious Fits, and for Purifying the Blood, are the most concise and perfect purgative yet known to the world. Their effects are wonderful, surprising cures being performed which seem almost miraculous. Every testimonial we publish comes to us from those who have been cured by our Pills, or their friends or neighbors, and we know the statements to be true. Such proofs are constantly coming to us from all parts of the country, and the reader can see that it is folly to suffer from disease when a remedy can be had which will cure it. Many of the certificates of these cures which we receive are from persons who have been long afflicted, and who had tried many other remedies in vain, and had given up in despair. Such cases show that the obstinate and dangerous diseases they cure are subdued by no ordinary power. Their secret is known. They purify the blood, which, if kept pure, or restored to purity and healthful action, will throw off disease, and secure perfect health. Sold by all Druggists and Dealers in Medicine everywhere.

PREPARED BY

DR. J. C. AYER & CO., Lowell, Mass.,

Practical and Analytical Chemists.

Sold by all Druggists and Dealers in Medicine.

DAVIS & SCHUYLER, Wholesale Agents, Portland, Oregon.

Ayer's Ague Cure,

FOR THE SPEEDY RELIEF OF

Fever and Ague, Intermittent Fever, Chill Fever, Remittent Fever, Dumb Ague, Periodical or Bilious Fever, &c., and indeed all the [illegible] which arise from [illegible] malaria, such as [illegible] the prairies.

Has been widely used during the last twenty-five years, in the treatment of these distressing diseases, and with such unvarying success that it has gained the reputation of being infallible. The shakes, or chills, once broken by it, do not return, until the disease is contracted again. This has made it an accepted remedy, and trusted specific, for the Fever and Ague of the West, and the Chills and Fever of the South.

Ayers' Ague Cure eradicates the noxious poison from the system, and leaves the patient as well as before the attack. It thoroughly expels the disease, so that no Liver Complaints, Rheumatism, Neuralgia, Dysentery or Debility follow the cure. Indeed, where Disorders of the Liver and Bowels have occurred from Miasmatic Poison, it removes the cause of them and they disappear. Not only is it an effectual cure, but if taken occasionally by patients exposed to malaria it will expel the poison and protect them from attack. Travelers and temporary residents in Fever and Ague localities should avail themselves of this protection. The General Debility which is so apt